KCB GROUP LIMITED

REQUEST FOR PROPOSAL (RFP)

IT/APRIL 2015/BROKER-DEALER SYSTEM(S)

TENDER FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF A BROKER-DEALER SYSTEM(S)

Release Date: **Friday 10th, April 2015**

Last Date for Receipt of bids: **Wednesday 29th, April at 3.00PM**

ISSUE OF RFP DOCUMENT TO PROSPECTIVE BIDDERS

TENDER FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF A BROKER-DEALER SYSTEM(S)

This form serves as an acknowledgement of receipt of the tender and participation.

This page is to be completed immediately on downloading/receiving the document and a scan copy e-mailed to procurement@kcb.co.ke.

Firms that do not register their interest immediately in this manner may not be sent the RFP addenda should any arise.

Table 1: Registration of Interest to Participate

Item	**Supplier Details**
Name of Person:	
Organization Name:	
Postal Address:	
Tel No:	
Fax No:	
Email Address: (this e-mail address should be clearly written as communication with bidders shall be through e-mail)	
Signature:	
Date:	
Company Stamp:	

Table of Contents

DEFINITIONS ..... **V**

SECTION 1 – REQUEST FOR PROPOSALS **1**

1.1 Background **1**

1.2 KCB Capital Overview, Aims and Objectives **1**

1.3 Format of RFP Response and Other Information for Bidders **2**

SECTION 2 – TERMS OF REFERENCE & SCOPE OF WORK **7**

2.1 Terms of Reference **7**

2.2 Scope of Work **7**

2.3 Functional Requirements **7**
2.3.1 Portfolio Management 7
2.3.2 Trading 8
2.3.3 Research Management 8
2.3.4 Revenue Management 9
2.3.5 Fund Order Management & Distribution 9
2.3.6 Performance Measurement 9
2.3.7 Margin & Finance Management 10
2.3.8 Risk & Compliance 10
2.3.9 Workflow Security 11
2.3.10 Settlement & Reconciliation 11
2.3.11 Reporting 11
2.3.12 Client Relationship Management (CRM) 12
2.3.13 Investor Accounting 12
2.3.14 Market Data Services 13
2.3.15 Client Accessibility 13
2.3.16 Corporate Actions Module 13
2.3.17 Technology Compatibility 13

2.4 Documentation Requirements **14**

2.5 Training **14**

2.6 Testing & Acceptance **14**

2.7 Proof of Concept **15**

2.8 Overall Responsibility **15**

2.9 Pricing **15**

2.10 Delivery **16**

2.11 Delayed Delivery & Installation Caused by the Supplier **16**

2.12 Warranty **16**

2.13 Support Requirements **16**

2.14 Bid Effectiveness **17**

2.15 Payment Terms **17**

2.16 Staffing **17**

2.17 Responsibility as an Independent Contractor **17**

SECTION 3 – GENERAL CONDITIONS OF CONTRACT **18**

3.1 Introduction **18**

3.2 Award of Contract **18**

3.3 Application of General Conditions of Contract **18**

3.4 Bid Validity Period **18**

3.5 Performance Security **18**

3.6 Delays in the Bidder's Performance **19**

3.7 Liquidated damages for delay **19**

3.8 Governing Language **19**

3.9 Applicable Law **19**

3.10 Bidder's Obligations **19**

3.11 The Bank's Obligations **20**

3.12 Confidentiality **20**

3.13 Force Majeure **20**

SECTION 4 – ANNEXURES **21**

Annex 1: References **21**

Annex 2: IT Risk & Security – Technical Security Checklist **22**

Annex 3: System Implementation & Technical Support Enquiry **25**

Annex 4: Supplier Questionnaire **26**

Annex 5: Performance Security Form (Format) **34**

Annex 6: Certificate Of Compliance **35**

DEFINITIONS

For purposes of this document, the following definitions shall apply:

The Bank	KCB Ltd
Bid	The Quotation or Response to this RFP submitted by prospective Suppliers for fulfilment of the Contract.
Supplier	The Company awarded the task of supplying all the items described in this document installing and commissioning them.
Contract	Supply, installation, implementation and commissioning of all the works, equipment and/or services that are described in this document, which will contribute towards meeting the objective of the RFP
Warranty	Period from the time installation and testing is completed, during which the Contractor undertakes to replace/rectify equipment and/or installation failures at no cost to the Bank

SECTION 1 – REQUEST FOR PROPOSALS

1.1 Background

Kenya Commercial Bank Limited (hereinafter referred to as "the Bank") is a leading Commercial Banking Group in the East African region renowned for its diversity and growth.

The Bank's vision is to be the preferred Financial Solutions Provider in Africa with Global Reach. The mission for 2015 is to drive efficiency whilst growing market share in order to be The Preferred Financial Solutions Provider in Africa with a Global Reach. The Bank has five subsidiary companies outside Kenya – KCB Tanzania, KCB South Sudan, KCB Uganda, KCB Rwanda and KCB Burundi. Other subsidiaries of KCB Group include: KCB Capital, KCB Insurance and KCB Foundation.

The platform is anchored on consolidation across our existing business, expanding and modernizing delivery channels, improving operational efficiencies, turning in returns commensurate with level of investment and compliance with all regulatory and internal policy guidelines.

This document therefore constitutes the formal Request for Proposals (RFP) for **KCB Capital** for ***Supply, Implementation and Maintenance of Broker-Dealer System(s)*** and is being availed on open tender basis and is open for bids from companies that meet the requirements stated herein.

1.2 KCB Capital Overview, Aims and Objectives

KCB Capital Limited is a wholly owned subsidiary of KCB Group and was incorporated in December 2013 and issued with an investment banking license by the Capital Markets Authority (CMA) in February 2014. In September 2014, KCB Capital went ahead and also attained trading rights to the Nairobi Securities Exchange (NSE) to conduct Securities Broking business.

KCB Capital is licensed by the CMA as a non-deposit taking institution with authority to undertake investment banking activities, which include all or any of the following functions:

1. Offering advisory services on:-
    - Public offering of securities;
    - Corporate restructuring, takeover, mergers, acquisitions and privatisation;
    - Corporate finance, options, including issuance of equity or debt securities or loan syndication.
2. Engaging in the business of a stockbroker and or a dealer;
3. Promoting or arranging underwriting or issuance of securities;
4. Promoting and acting as a fund manager of collective investment schemes;
5. Providing investment advisory services and contractual portfolio management.

KCB Capital aims to select a sound Broker-Dealer system(s) that supports both the functional and technical requirements of the Securities Broking business for KCB Capital.

The main objective is to have a user-friendly Broker-Dealer system(s) that seamlessly incorporates the Front, Middle and Back Office workflow processes for the Securities Broking business. The target is to launch the Securities business by latest end of September 2015.

1.3 Format of RFP Response and Other Information for Bidders

1.3.1. The overall summary information regarding the Supply, Implementation and Maintenance of a Broker-Dealer System(s) is given in section 2 – Terms of Reference and Scope of Work. The bidder shall include in their offer, any additional services considered necessary for the successful implementation of their proposal.

1.3.2. Proposals from bidders should be submitted in two distinct parts, namely Technical Proposal and Financial Proposal and these should be in two separate sealed envelopes, both of which should then be placed in a common sealed envelope marked:

"IT/APRIL 2015/BROKER-DEALER SYSTEM(S)"
DO NOT OPEN BEFORE WEDNESDAY, 29TH APRIL 2015 at 3.00 pm

The two separate inner envelopes should be clearly marked **"Technical Proposal",** and "**Financial Proposal**", respectively, and should bear the name of the Bidder.

1.3.3. The Technical Proposal should contain the following:

Bidders, willing to be considered for ***Provision of Supply, Implementation and Maintenance of a Broker-Dealer System(s)*** are expected to furnish the Bank with among others the following vital information, which will be treated in strict confidence by the Bank.

- Preliminary Work plan or project plan with a clear breakdown of phases or work streams.
- Demonstrate capability and capacity to provide the functional requirements as per KCB Capital requirements in Section 2.
- Supplier shall provide a minimum of three (3) reference sites for the System(s) where they have been implemented successfully as per Annex 1.
- KCB IT Risk & Security Checklist as per Annex 2
- System Implementation & Technical Support Enquiry Annex 3
- Provide a company profile as per Supplier questionnaire in Annex 4.
- This RFP document duly signed as per Annex 6
- Approval licenses, by the various bodies for compliance, MUST be included where applicable.
- Audited financial statements of the company submitting the RFP bid, for the last two years.

1.3.4. **The Financial proposal** shall clearly indicate the total cost of carrying out the solution as follows:-

a. The Supplier shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required IT System shall be included in the prices. Kindly note that the cost should include supply, installation and

commissioning of the IT System inclusive of all freight charges and applicable duties and taxes (VAT and withholding Tax).

Provide an itemized list of all items included and summarize your costs as shown in the table below:-

Item	Requirement Description	Qty	Unit Cost	Total cost (USD) inclusive of all applicable duties and taxes.
i.	Hardware/Product cost where applicable			
ii.	Software/Licencing Costs			
iii.	Annual Maintenance / Support Costs (hardware and software costs)			
iv.	Implementation, installation and configuration costs			
v.	Training costs			
vi.	Logistics costs and other costs (explain other costs)			
vii.	Total Cost			

b. Additional Cost to Complete. Provide an itemized list of any items not included above by the Bank and related costs that the Supplier deems necessary to provide the information to meet the requirements specified in proposal. Failure to provide said list shall not relieve the Supplier from providing such items as necessary to meeting all of the requirements specified in proposal at the Fixed Price Purchase Costs proposed.

1.3.5. **Soft Copies** on CD/DVD for each proposal are to be provided in the standard Microsoft Office suite of Programs or Adobe Reader and delivered together with hard copy of the tender.

1.3.6. Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission. The Bank will make its best efforts to arrive at a decision within this period.

1.3.7. Assuming that the Contract will be satisfactorily concluded, the bidders shall be expected to commence the assignment after the final agreement is reached.

1.3.8. The contracting arrangements shall define clearly the responsibilities and the services to be provided by each firm in the case of a joint venture.

1.3.9. The bid documents shall be addressed to the following address and dropped at the tender box on **5th Floor, Kencom House, Wing B on or before the closing date.**

Head of Procurement
Kenya Commercial Bank
5th Floor Kencom House
P.O. Box 48400, 00100
Nairobi, Kenya

Please note that tenders received by facsimile or electronic mail will be rejected.

1.3.10. The Bank reserves the right to accept or to reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds for its action.

The vendor's terms and conditions will not form part of any contract with KCB in relation to this tender.

Canvassing is prohibited and will lead to automatic disqualification.

1.3.11. **Cost of bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.12. **Clarification of Bidding Document**

i. All correspondence related to the contract/proposal shall be made in English.
ii. Should there be any ambiguity, conflict, discrepancy, omission, doubt, uncertainty or other error, the Bidder shall seek clarification in writing addressed to the Head of Procurement through e-mail to: procurement@kcb.co.ke.
iii. Any clarification sought by the bidder in respect of the RFP shall be addressed at least **four (4) days** before the deadline for submission of bids, in writing to the Head of Procurement through the same mail.
iv. It is the responsibility of the Bidder to obtain any further information required to complete this RFP.
v. Any clarification requests and their associated response will be circulated to all Bidders.
vi. The **last date for receipt of requests for clarifications** from bidders is **Thursday, 23rd April 2015.**
vii. The RFQ Clarification Template is as follows:-

- Company Name:
- Contact Person: (primary Supplier contact)
- E-mail:
- Phone:
- Fax:

#	Date	Section / Paragraph(2)	Question
1			
2			
3			
(1) Question(s) mailing date: (2) From the KCB Document:			

The queries and replies thereto shall then be circulated to all other prospective bidders (without divulging the name of the bidder raising the queries) in the form of an addendum, which shall be acknowledged in writing by the prospective bidders.

Enquiries for clarifications should be sent by e-mail to: procurement@kcb.co.ke

1.3.13. **Amendment of Bidding Document**

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All prospective Bidders that have received the bidding documents will be notified of the amendment in writing, and it will be binding on them. It is therefore important that bidders give the correct details in the format given on page 1 at the time of collecting/receiving the RFP document.

To allow prospective Bidders reasonable time to take any amendments into account in preparing their bids, the Bank may at its sole discretion extend the deadline for the submission of bids based on the nature of the amendments.

1.3.14. **Deadline for Submission of Bids**

Bids should be addressed to the Head of Procurement and sent for receipt on or before **Wednesday, 29th April 2015 at 3.00 p.m.** Any bid received by the Bank after this deadline will be rejected.

Those submitting tenders or their representatives may attend the tender opening event after submission.

1.3.15. **Responsiveness of Proposals**

The responsiveness of the proposals to the requirements of this RFP will be determined. A responsive proposal is deemed to contain all documents or information specifically called for in this RFP document. A bid determined not responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conforming item(s).

1.3.16. **Bid Evaluation and Comparison of Bids**

Technical proposals will be evaluated and will form the basis for bids comparison. All tender responses will be evaluated in three phases:-

a. Preliminary evaluation that will determine administrative compliance.
b. Detailed technical evaluation to determine technical compliance and support responsiveness of the vendor
c. Financial evaluation to consider pricing competitiveness and the financial capability of the vendors

Once the bids are opened, bid evaluation will commence. In the event that the bank may need to visit client site, vendors will be notified in writing. The bank may also make surprise unannounced visits to the vendors offices to verify any information contained in the bid document. All visits are at the discretion of the bank. Vendors may also be called upon to make brief and short presentations and/or demos on their technical solutions before a panel constituted by the bank.

SECTION 2 – TERMS OF REFERENCE & SCOPE OF WORK

2.1 Terms of Reference

To examine the available range of Broker-Dealer systems in order to decide on the most flexible, comprehensive and cost-effective system(s) for the Front, Middle and Back Office operations of KCB Capital Brokerage Services.

The Broker-Dealer system(s) should be able to indicate the following business needs**:**

i. Portfolio Management – multi-asset class and multi-currency
ii. Trading – Trade Order Management
iii. Research Management – centralize and organize research data
iv. Revenue Management – accurate invoicing and income tracking
v. Fund Order Management & Distribution – automation of administrative works
vi. Performance Measurement – multi-channel access to dashboards for insight and analysis
vii. Margin and Finance Management – book keeping accuracy and transparency
viii. Risk & Compliance – accurate, organized and secure data
ix. Workflow Security – user management and security
x. Settlement & Reconciliation – automation of such back office operations
xi. Reporting – standard and customized reporting
xii. Client Relationship Management – track conversations, e-mails, personal data etc.
xiii. Investor Accounting – accurate allocation of fund P&L
xiv. Market Data Services – custodial, pricing and market data feeds integration
xv. Accessibility – various channels including online, mobile and IVR technology
xvi. Corporate Actions – support for IPOs, Rights Issues and Bond Issues
xvii. Technology Compatibility – seamless integration and synchronization of applications with third party systems

2.2 Scope of Work

The selected vendor will play a key role in the following areas:

a. Training of system users and system administrators for support.
b. Integration between KCB, NSE, CDSC & CBK systems.
c. System implementation within agreed timelines.

2.3 Functional Requirements

The following is a list of the required key features and functionalities:

2.3.1 Portfolio Management

- Designed for ease of integration with other solutions as well as third-party and in-house systems
- Highly scalable by design no matter how much the business grows
- Easy to upgrade at predictable intervals to reap the benefits of the latest functionality as it becomes available
- Automated portfolio accounting workflow
- Advanced performance measurement
- Multi-asset class and multi-currency accounting capabilities

- Multi-exchange support
- Audit trail and security for compliance
- Adaptability to changing regulatory requirements worldwide
- Comprehensive, customizable client reporting
- Integration with client relationship data
- Dashboards for summary data at a glance
- Ability to import and report data from third-party and in-house systems
- Automated report packaging for efficiency and accuracy
- Built-in business intelligence for senior management and executives
- Composite management support for GIPS compliance
- Custodial and market data integration
- Integration and compatibility with other broker-dealer system(s)
- Performance analytics to help one understand and explain performance

2.3.2 Trading

- Comprehensive securities coverage including Equities, FICC, Global and Derivatives
- Multi-currency trading and settlement
- Multi-exchange support
- Built-in FIX connectivity to execute trades through multiple custodians and trading venues, including major algorithmic trading partners and dark pools
- Build portfolio modeling, drift monitoring and rebalancing with trade creation and execution.
- Automate pre-trade checking for client restrictions and regulatory compliance
- Integrate seamlessly with other third-party broker-dealer solutions
- Real-time dashboard views of trading data and cash positions
- Support for advanced asset allocation methodologies and complex structures
- Simulation / paper / demo trading capability
- Ability to scan for multi-assets based on various criteria set
- Comprehensive, flexible and interactive charting package for technical analysis
- Interactive third-party research tool such as Bloomberg and Reuters
- Real time streaming quotes
- Ability to create a watch list
- Interactive market calendar to track upcoming events or find learning opportunities
- Placing various automated order types and scaling in at random intervals through batch processing
- Ability to create customizable workspace
- Ability to conduct back testing

2.3.3 Research Management

- Consolidate research data from disparate locations – shared drives, personal hard drives, spread sheets, email folders, even paper files – into a central location
- Flexible data classification structure that makes it easier to locate information and identify relationships among data that might not otherwise be apparent
- Fast and accurate search and filtering capabilities
- Indexing and tagging to link related information
- One-click capture of email, PDFs, meeting notes, web content and more

- Automated email sorting
- Security and role-based access
- Scalability to handle a growing volume of data
- Remote and mobile access for data input and retrieval
- Customized reporting capabilities
- Calendar and event management for meetings and calls

2.3.4 Revenue Management

- Working capital management – aging analysis and cash flow projections
- Accurate invoicing with no billing discrepancies
- Automated fee calculation and invoice generation for each individual client
- Rules template for setting up custom fee schedules
- Automatically calculate revenue sharing pay-outs to third parties
- Forecasting functionality using what-if scenarios to project future revenue
- Management reports to help senior management and executives better understand where the revenues are coming from
- Integration with in-house finance system
- Audit trails to show who made changes and when
- Multi-currency invoicing capability
- Collateral management

2.3.5 Fund Order Management & Distribution

- Agent module
- Save labour and improve accuracy by eliminating tedious and error-prone manual processing
- Manage larger trade volumes without adding staff
- Built-in safeguards, rules and validations to protect investor security for stricter compliance
- Online self-service management for clients for more flexibility and control
- Order generation and automated routing for processing
- Automatic aggregation of orders for specific funds into block orders, reducing the number of transactions to be executed
- Automatic order notification to fund providers and administrators
- Choice of currencies for settlement
- Automated share allocation and settlement
- Automated calculation and tracking of sales commissions

2.3.6 Performance Measurement

- Composite management for GIPS compliance
- Daily, monthly and quarterly performance measurement
- Index data for tracking performance against benchmarks
- Integration with pricing data sources
- Performance analytics
- Real-time intraday P&L
- Customizable performance reporting dashboards
- Gross-of-fees and net-of-fees performance calculation
- Ability to measure IRR and TWRR
- Multi-manager performance tracking

2.3.7 Margin & Finance Management

- Increased transparency into margin and financing calculations
- Ability to configure and easily implement financing terms client-by-client
- Ability to create and implement a margin policy specific to your needs
- Support for all charging structures, including tiered spreads and asset-based financing
- Support for all margin and financing calculation models and methodologies
- Customizable reporting
- Automated calculation and processing of all ticket charges, facility fees and custody fees
- Ease of interface with external systems
- Standardized view of term sheets across all counterparties
- Real time monitoring of initial margin
- Risk-based model that determines margin requirements based on historical volatility of instruments
- Generate margin warnings if account falls below minimum maintenance balance
- Automatically liquidate trades based on margin rules violation
- Generate margin reports
- Create margin what-if scenarios

2.3.8 Risk & Compliance

- Ability to conduct KYC / AML checks
- Multiple security layers to protect client and portfolio data
- Ability to document investment decisions
- Ability to produce regulatory reporting as required or on demand
- Audit trails within systems that show when and by whom changes were made
- Automated trade checking and portfolio drift capture for adherence to client directives and policies
- Accurate performance calculations and portfolio valuations
- Accurate fee calculations and invoicing
- Automated reconciliation to reduce risk of errors
- Standardized fair allocation
- Commission tracking for "best execution" efforts
- Up-to-date records of all client contact, correspondence and agreements
- Secure, automated connectivity with brokers and custodians
- Ability to view pre-defined reports
- Financial "health check" of a client
- Ageing Analysis of debtors and creditors
- Monitoring of large and suspicious transactions
- Audit of edits/deletes authorized in the system
- Ability to cross verify client accounts directly with clients through an exchange-client interface
- Ability to validate all buy orders against cash available and any trading limits granted, and to validate all sell orders against available stock
- Ability to classify clients depending on their level of activity (active, dormant etc.) and to raise alerts if suspicious transactions are put through
- Ability to classify clients depending on their standing – good standing, doubtful debt, bad debt etc. and to grant graded privileges for these accounts
- Monitoring of employee trading on personal account

- Ability to provide intra-day limits for specific clients through an integrated instant messaging system. The request / response are logged and auditable

2.3.9 Workflow Security

- Support for maker-checker for key entry into the system
- Flexible approval workflow process
- Granular role based access permission for various functionalities of the system
- Ability to flag sensitive transactions and to highlight such transactions
- Complete audit trail of all input, changes and deletes
- Ability to automatically raise e-mail alerts on exceptional events
- Ability to pop-up reminders for pre-defined events on appropriate dates and to allow users to dismiss and snooze them
- The system will maintain audit trail of all user activity in the system, including addition of data, modification of data and deletion of data
- The system will maintain audit trail of all menu accesses made by a user, including the time of entry and exit
- The system will maintain audit trail of all unsuccessful logons
- Fraud detection

2.3.10 Settlement & Reconciliation

- Automate the daily collection of account data from custodians
- Automated reconciliation and creation of a workflow that's based on exception management
- Complete the Straight-Through Processing (STP) loop and eliminate the manual process of checking and fixing errors
- Option to outsource daily reconciliation to eliminate significant operational and staff costs
- Electronic matching of transactions based on defined rules
- Integration with portfolio management
- Outsourcing option
- Automated reconciliation
- Daily T+1 custodial data
- Ad hoc reconciliation for exception management
- Audit trail documenting exception investigation
- Customized reporting capabilities
- Dashboard view of summary reconciliation results
- Perform the front and back office role for the CDS membership business
- Capture all CDS transactions (CDS-1 to CDS-7) in the system through an appropriate approval process; to scan and inward all CDS documents for later reference
- Automate collection of CDSC related fees
- Notify clients of changes to CDSC holdings

2.3.11 Reporting

- Generate reports and import / export data in various formats including:
  - Word
  - Excel
  - PowerPoint
  - PDF
  - CSV
  - HTML
  - TXT
- Comprehensive library of standard reports
- Customized reporting capabilities

- Internal management reporting
- Report packaging automation
- Multi-currency, multi-asset class reporting
- Batch and ad hoc report generation
- Consolidated wealth reporting
- Dashboards for surfacing summary information
- Firm-branded reporting
- Online reporting capabilities for clients
- Business intelligence reporting
- Dormant account reporting
- MIS reporting

2.3.12 Client Relationship Management (CRM)

- Easy to retrieve client contact information from one source, rather than from shared drives, personal hard drives or email accounts
- Easily maintain records of conversations, correspondence, client directives and decisions for compliance purposes
- Keep track of prospects and where they are in the sales cycle
- One entry point for client data to ensure all staff is working with current, consistent client information
- Integration of client and portfolio information
- Advanced search capabilities
- Fast access to client data
- Automated email capture of all client correspondence into Client Management System
- Synchronization with firm's calendar appointments, meetings and tasks
- Classify contacts as clients or prospects
- Send an invitation to prospects to complete an application to open an account
- Personalize records with custom notes to track customer status, progress and other pertinent customer-specific information
- Keep track of all email communications with contacts, prospects and clients
- Export individual customer records to various Microsoft reporting format
- Customizable view of list of client records by sorting and searching in a variety of ways
- Provide up-to-the-minute account balances and margin requirements

2.3.13 Investor Accounting

- Investor accounting for both onshore and offshore funds
- Investor management with automated reporting and record keeping
- Support for unlimited fund structures
- Performance fee calculations
- GAAP / IFRS accounting book features
- Private equity support including capital commitment and call processing, waterfall calculations and capital distributions
- Automated master-feeder and tiered fund allocations
- Future period subscription tracking
- Pending transaction approval
- Investor class associations for propagation of investor attribute
- Emailing of periodic report packages to investors and interested parties
- Periodic book and tax reporting with performance returns

2.3.14 Market Data Services

- Aggregation of account-level data from custodians to support daily reconciliation
- Ability to create alerts immediately when a corporate action affects any of the holdings and portfolios, and get step-by-step instructions for processing it correctly
- Automatically receive market index data for use in portfolio performance analytics
- Automated daily custodial data feeds with T+1 trade data, positions and cash activity
- Sector- and security-level data for most common indices
- Relevant corporate actions data, including tax treatment opinion, processing instructions and automated transactions
- Available through a single, secure internet connection

2.3.15 Client Accessibility

- Ability for clients to execute trade orders through the following various means over the internet:
    - Desktop
    - Web-based / Browser-based and
    - Mobile Application compatible with Android, iOS, Windows and Blackberry
- View their open orders, day's positions and portfolio valuation through the portal
- Ability for clients to directly view their statements and CDS holdings through the internet
- Ability for clients to place orders, request for payments, lodge complaints and manage their account status through the internet
- View contracts and ledgers through the portal
- Ability to set trade alerts / notifications via SMS text message or secure e-mail
- Ability to link trading account with multiple bank or other trading accounts under a single username and password

2.3.16 Corporate Actions Module

- Corporate Actions applications such as IPO, Rights Issue and Bond Issue for which the broker makes a payment, to be submitted only on confirmation of receipt of payment from client
- Automated accounting of Corporate Actions payments and CDSC charges
- Interface with popular payment systems like M-pesa, Pesa-Point etc.

2.3.17 Technology Compatibility

- Ability of the system(s) to be hosted on the cloud or private data centre on premise
- Offer the following capabilities:
    - Financial Information Exchange (FIX) protocol
    - Straight Through Processing (STP)
    - Direct Market Access (DMA)
    - Electronic Communication Network (ECN)

- Ability to integrate at a minimum with the following systems:

Internal	External
• Core Banking System – T24 • Oracle E-business Suite • Custody 2000 • Kondor Plus	• NSE System – ATS • CBK System – STT • CDSC System

- API software compatible with multiple technologies
- Ability to set IP restrictions and client trading restrictions
- Strong Password Policies
- Secure communication between client and server
- Secure database
- Scalability
- High Availability – clustering support

2.4 Documentation Requirements

All documentation and training materials (both in hardcopy as well as a softcopy in PDF format) must be available in order to complete the process, business, technical/system, operations and support acceptance activities.

Supplier's suggestions for documentation and training materials to support the implementation, use and maintenance of the Broker-Dealer system(s) and any supporting technology components that will be provided as part of this project are to be included in the Supplier's proposal.

Documentation must be in English.

2.5 Training

It is expected that formal training will be given to all stakeholders of the solution. However, the solution must be intuitive and help text must be available and presented in a manner that encourages users to try to find information. Training of technical support team will be to such an extent that they will be reasonably able to handle their duties competently. Where appropriate, the supplier will be expected to discuss the technical aspects of the system so as to enable, for example, creation of ad-hoc reports and integration to other systems

Training will be provided in English language at the banks premises or a convenient mutually agreed location within Kenya. If additional expenses will be incurred for offsite training, this will be borne by the supplier.

2.6 Testing & Acceptance

The bank will test the proposed system in a test environment to ascertain that all the functionality as put forward by the supplier are met. Incorrect information discovered at this time will constitute grounds for disqualification. It is the responsibility of the supplier to ensure the requirements defined in the proposal are achieved

The signed proposal will be the sole reference document for any discussion issues arising, related to acceptance.

Acceptance Criteria: the Bank will accept the proposed deliverable after they have been fully tested by the bank and confirmed to meet the requirements as specified in the original RFP and signed RFP response.

2.7 Proof of Concept

The bank may require proof of concept of the proposed solution as evidence that it is viable and capable of achieving KCB Capital and IT requirements.

2.8 Overall Responsibility

- The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.

- The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

- The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.

- The Bidder shall appoint an experienced counterpart resource to handle this requirement for the duration of the Contract. The Bank may also demand a replacement of the manager if it is not satisfied with the manager's work or for any other reason.

- The Bidder shall take the lead role and be jointly responsible with the Bank for producing a finalized project plan and schedule, including identification of all major milestones and specific resources that the Bank is required to provide.

- The Bidder will not disclose the Bank's information it has access to, during the course of the Consultancy, to any other third parties without the prior written authorization of the Bank. This clause shall survive the expiry or earlier termination of the contract

2.9 Pricing

Costs (USD inclusive of VAT and other applicable taxes where necessary) and Man/Day estimates, where appropriate.

All taxes and VAT amount must be clearly stipulated and separated from the base costs and should be valid for a minimum of 90 days.

The costs should indicate a breakdown of the various modules/functionalities mentioned in section 2.3 above and also indicate any cost savings for bundling.

2.10 Delivery

Delivery and performance of the Services shall be made by the successful Bidder in accordance with the time schedule as per Proposal and subsequent Agreement.

2.11 Delayed Delivery & Installation Caused by the Supplier

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its' likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.12 Warranty

The successful bidder shall provide at least **12 months** Warranty for the software and ensure it is free from any sort of defects and shall perform as per expectations. The successful bidder shall provide an option for on-going warranty support beyond the warranty period. Failure to this the supplier will pay damages to the tune of the cost of the solution.

2.13 Support Requirements

The Supplier should provide and sign an Annual Maintenance Contract.

The Supplier should provide updates, upgrades toll-free technical assistance 24/7/365 .

The Supplier should provide a summary of the resources (support personnel and otherwise) devoted specifically to technical issues, involving notification technology, as well as support procedures.

The technical support resource(s) should ideally be physically located / based in Kenya.

The Supplier should offer various modes of communication channels for support and be available preferably 24/7/365. The methods of support include:-

i. online chat
ii. phone and
iii. e-mail

The Supplier support website should offer the following various support specific tools:-

i. video tutorials
ii. online user manual
iii. archive data search
iv. FAQs

2.14 Bid Effectiveness

It is a condition of the bank that the vendor guarantees the sufficiency, and effectiveness of the solution proposed to meet the bank requirements as outlined in this document. The Bank will hold the vendor solely responsible for the accuracy and completeness of the solution proposed and information supplied in response to this tender, and were the vendor to be awarded the tender, they would implement the solution without any additional requirements from the bank.

2.15 Payment Terms

The bank will **NOT** make any payments in advance and will pay based on deliverables. The Bank will issue an LPO for all the equipment and/or services ordered. The LPO will be paid within 45 days after delivery, testing installation and acceptance of the equipment and/or services supplied.

The bank will not accept partial deliveries and neither will the bank make partial payments unless agreed by both parties. Payment for equipment and/or services will only be made once the entire ordered equipment and/or services are delivered, installed and commissioned.

2.16 Staffing

The Supplier will provide the relevant staff and tools to carry out all the required work under this tender. At least one certified expert (2 in general certification and specialized) and a back-up person are required in the technical areas.

A project/account manager is also required to coordinate and account for all the Supplier's activities throughout the contract period.

2.17 Responsibility as an Independent Contractor

The Supplier agrees to take overall responsibility for any services rendered regardless of whether third parties engaged by the Supplier or the Supplier themselves carry them out.

SECTION 3 – GENERAL CONDITIONS OF CONTRACT

3.1 Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Bank. The resulting contract shall include but not limited to the general terms of contract as stated below from 3.2 to 3.13.

3.2 Award of Contract

Following the opening and evaluation of proposals, the Bank will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. The Bank will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with their proposals.

After agreement has been reached, the successful Bidder shall be invited for signing of the Contract Agreement to be prepared by the Bank in consultation with the Bidder.

3.3 Application of General Conditions of Contract

These General Conditions (sections 3.2 to 3.13) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

3.4 Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission.

3.5 Performance Security

3.5.1 The Bank may at its discretion require the successful bidder to furnish it with Performance Security in the amount specified in the accepted Bid.

3.5.2 The Performance Security shall be in the form of a bank guarantee issued by a commercial bank operating in Kenya and shall be in a format prescribed by the Bank. The performance guarantee shall be submitted within 10 days of notification of award.

3.5.3 The proceeds of the Performance Security shall be payable to Kenya Commercial Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
The Performance Security will be discharged by the Company not later than two months following the date of completion of the Bidder's performance obligations, and the Bank's acceptance of the final report as specified in the contract.

3.6 Delays in the Bidder's Performance

3.6.1. Delivery and performance of the Supply, Installation and Maintenance of the Broker-Dealer System(s) shall be made by the successful Bidder in accordance with the time schedule as per the Agreement.

3.6.2. If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

3.6.3. Except in the case of "force majeure" as provided in Clause 3.13, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 3.7.

3.7 Liquidated damages for delay

The contract resulting out of this RFP shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

3.8 Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

3.9 Applicable Law

This agreement arising out of this RFP shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

3.10 Bidder's Obligations

3.10.1. The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.

3.10.2. The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

3.10.3. The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.

3.10.4. The Bidder will not disclose the Bank's information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Bank. This clause shall survive the expiry or earlier termination of the contract.

3.11 The Bank's Obligations

In addition to providing Bidder with such information as may be required by the bidder the Bank shall:

(a) Provide the Bidder with specific and detailed relevant information

(b) In general, provide all relevant information and access to Bank's premises.

3.12 Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause 3.12 shall survive the expiry or earlier termination of the contract.

3.13 Force Majeure

(a) Neither Bidder nor Bank shall be liable for failure to meet contractual obligations due to Force Majeure.

(b) Force Majeure impediment is taken to mean unforeseen events, which occur after signing the contract with the successful bidder, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without it being able to prevent or remove the impediment at reasonable cost.

(c) The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.

(d) The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.

(e) The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

SECTION 4 – ANNEXURES

Annex 1: References

References of similar services for organizations similar to KCB in size and complexity are preferred:-

	Reference Sites	**3 References** Each to be filled on a separate sheet	
A	Company Name		
B	Company Address:		
C	Contact Name:		
D	Company Website:		
E	Contact Telephone Number:		
F	Contact Email Address:		
G	Dates of Implementation (Start and End Dates):		
H	Number of Consultants Deployed		
I	**Features Deployed**	**Indicate Yes or No**	**Implementation Dates**
	Measurability		
	Usability		
	Standardization		
	Collaboration		
	Reports		
	Any other Features Implemented	**Indicate Yes or No**	**Implementation Dates**
L	**Additional Comments:**		

Annex 2: IT Risk & Security – Technical Security Checklist

	Criteria	Vendor Comments
	Documents	
1	The vendor has agreed/ signed KCB non-disclosure agreement with the bank.	
2	Indicate who will provide support - internal team or vendor support with SLA in place/proposed specifying response time and penalties	
3	Is system & security documentation available? Comprehensive security documentation must be provided	
4	System design architecture – are detailed diagrams available?	
5	Does the proposed solution support service Oriented architecture (SOA)	
	Availability	
1	What is the expected uptime of the solution? Critical systems uptime should be defined by the business owner	
2	Is disaster recovery and business continuity plans built in? Critical systems require business continuity plans	
3	What kind of back up arrangements are proposed? All sensitive data must be properly backed up	
4	Describe your proposed disaster recovery plan to safeguard source code and ensure that the proposed system is recoverable in the event of a disaster at the Primary data center.	
5	Please describe any scheduled maintenance procedures.	
6	Are network diagrams provided? Network schematics should clearly indicate which elements are in control of vendor and those under KCB control	
7	Is there redundant design?– redundancy needed for mission critical systems	
8	Are there performance monitoring and tuning tools that are part of the solution? If yes provide details of functionality	
9	Are there troubleshooting (debugging) tools that are part of the solution? If yes provide list and functionality	
	Integrity & Confidentiality	
1	Does system support strong authentication (two factors) or rich security for mission critical systems? – indicate what is available	
2	Are passwords and PINs encrypted from generation, transmission to storage? Indicate the entire path and how authentication data is secured	
3	What are the PIN/password security features? A PIN	

	must be at least 4 characters for customers and encrypted in transit or storage. Password shall have rich features – expiration, complexity, initial auto generate etc.	
4	Is discretionary access control enforced by the system at all levels – application, OS, database (include versions supported).	
5	Is separation of duties enforced by the system? Marker checker	
6	Indicate the user roles and groups that are defined by default in the system. Can these be refined? – Please give details.	
7	Does the application require the use of an administrator password to be shared among users or hard coded	
8	How are new passwords generated and secured?	
9	What ports and protocols are used and what are the security features?	
10	Are security reports available? – changes to roles/profiles, database access	
11	What Cryptography (Encryption) mechanisms are implemented?	
12	Does system support Intrusion detection functionality?	
13	Confirm object reuse is not allowed – sessions, memory, cache elements etc.	
14	Does the system have secure communication architecture? Sensitive data should be secured in transmission, interfaces and storage.	
	Operations	
1	What is the OS, database and applications to be used? Name and version	
2	What programming language(s) was used to develop the system?	
3	Does back-end software operate as a service?	
4	How many versions of this product are you supporting and what is the latest version? How long has the latest version been in the market?	
5	Patching and updates procedures – what is the frequency of releases? When is the next release? Is down time required?	
6	Describe the file purging/archiving methodology used by the proposed system.	
7	System audit should be available. Have audit data logs processing and storage been factored in hardware sizing?	
8	Anti-virus requirements – support for major antivirus vendors and compatible with the ones KCB is currently using	
9	Identify the maximum number of named users, logged-on users, and concurrent users that the	

	system will accommodate. Capacity should be sufficient to meet business projection	
10	What's the model and cost of license agreements, renewal, and upgrades?	
11	Describe the length of time a software version is supported	
12	Does the system produce secure output? E.g. confidential or sensitive printed information? If yes, is there a procedure for handling the output?	
13	Is security and technical training included?	
14	What are the environment requirements? - control air-borne contaminants (Space requirements, humidity & temperature control, electrical power supply requirements)	
	Database	
1	What databases do you support? Commercial or open source?	
2	Does your application support a clustered database environment? Clustering is important for mission critical.	
3	Will the database be accessible for use by other applications directly? If yes, what are the security controls in place?	
4	Does your application depend on specified schema-owner or user names/passwords to the database? Does the schema owner need DBA access for the application to function?	
5	What system database functions require DBA access to be performed?	
6	Does the application require a specific OS for the database server?	
7	Describe any communication protocol your system uses to connect to the database. Do the connections stay connected at all times, or are they transaction based?	
8	Please describe your system's database reporting tools	
	Network and Interface Issues	
1	Have you interfaced your solution with other systems? (Provide names of interfaced systems.)	
2	What communication protocols are supported by the proposed solution?	
3	What speed (Bandwidth) of network lines is required for proposed system to function on a Wide Area Network? Describe the requirements of system cabling for communication to the server and to the existing network	

Annex 3: System Implementation & Technical Support Enquiry

	Enquiry	Vendor Comment
1	Describe and attach your typical implementation plan. Robustness of Implementation Plan (level of detail, risk mitigation, practicality)	
2	Describe the experience and qualifications of your installation team.	
3	What kind of client communication and implementation planning is done prior to the installation?	
4	Describe the training provided. Include a training outline.	
5	Where is your technical support center located? SLA commitments	
6	What are the methods for contacting technical support?	
7	What are your hours of operation for technical support?	
8	Describe the qualifications of your technical support staff.	
9	Describe the organization and structure of your technical support services.	
10	What percentage of your total employees is responsible for direct client support?	
11	Describe the ongoing system support provided by the vendor.	
12	Self-Help web interface; Auto-mated self-help functionality – allows users to seek and obtain assistance that will allow them to resolve their own problems. Ideally 24-7 web interface.	
13	Are software upgrades provided as part of the software support contract?	
14	Describe your software upgrade process.	
15	Are their "hot fixes" or "updates" between versions?	
16	How often are new versions released?	
17	How are customer requests for enhancements and customizations handled?	
18	Describe the recent history of system enhancements.	
19	Describe the qualifications of your product development department.	
20	What percentage of your total employees is responsible for product development?	
21	Do you have a formal users' group?	
22	Describe the company's policy regarding source code.	
23	Quality framework / methodology adopted, proposed quality plan (quality scorecards, customer satisfaction scoring method, six sigma and other quality certifications)	

Annex 4: Supplier Questionnaire

Bidders, willing to be considered for the tender for ***Supply, Implementation and Maintenance of a Broker-Dealer System(s)*** are expected to furnish the Company with among others the following vital information, which will be treated in strict confidence by the Company.

1.0 CORPORATE INFORMATION

No.	PARTICULARS		RESPONSE [If space is insufficient, please use a separate sheet]
1.1	Full name of organization:		
1.2	Is your organization (Please **tick one**)	i) a public limited incorporated company? **attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum & Articles of Association**	
		ii) a public listed company? **If yes, please attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum & Articles of Association**	
		iii) a limited incorporated company? If yes, please attach **a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum & Articles of Association**	
		iv) a partnership? If yes, please attach certified copy of the Partnership Deed and business name certificate	
		v) a sole trader? If yes, please attach a certified copy of the business name certificate	
		vi) other (please specify)	
1.3	Company Registration number (if this applies)- **attach a copy of Certificate of incorporation including any Certificate of Change of Name or relevant certificate from country of incorporation.**		
1.4	Date and country of Registration:		
1.5	Full physical address of principal place of business:		

	Full postal address of the business:	
1.6	Registered address if different from the above: Post Code:	
1.7	Telephone number:	
1.8	Fax number:	
1.9	E-mail address:	
1.10	Website address (if any):	
1.11	Company/Partnership/Sole Trader Tax PIN: (Please provide a certified copy of the PIN Certificate)	
1.12	VAT Registration number: (Please provide a certified copy of the VAT Certificate)	
1.13	Period in which you have been in the specific business for which you wish to bid.	
1.14	Current Dealership letter/certification for Equipment preferably issued in 2012.	
1.15	Names of the Shareholders, Directors and Partners. **If a Kenyan company please provide an original search report issued by the Registrar of Companies showing the directors and shareholders (Companies Form CR 12).**	
1.16	Associated companies(if any)	
1.17	*Please provide a copy of the latest annual returns together with the filing receipt as filed at the Companies Registry*	
1.17	Name of (ultimate) parent/holding company (if this applies):	
1.18	Company number of parent/holding company (if this applies):	
1.19	If a consortium is expressing interest, please give the full name of the other organisation **(the proposed consortium partners should also complete this questionnaire in its entirety)**	

1.20	Name and contacts of the Legal Representative of the company; **Name, Title; Telephone, Fax and Email address.**		
1.21	Contact person within the organisation to whom enquiries about this bid should be directed:	**NAME:**	
		TITLE	
		TEL:	
		FAX:	
		EMAIL:	

2.0 FINANCIAL INFORMATION

No.	PARTICULARS		
2.1	What was your turnover in the last two years?	…… for year ended --/--/----	…… for year ended --/--/----
2.2	Has your organisation met all its obligations to pay its creditors and staff during the past year?		Yes / No
	If no, please give details:		
2.3	Have you had any contracts terminated for poor performance in the last three years, or any contracts where damages have been claimed by the contracting authority?		Yes / No
	If yes, please give details:		
2.4	What is the name and branch of your bankers (who could provide a reference)?	Name:	
		Branch:	
		Telephone Number:	
		Postal Address:	
		Contact Person Name:	

		Contact Position	
		Contact E-mail:	
2.5	Provide a copy of the following		
	• *A copy of your most recent audited accounts (for the last two years)*		
	• *A statement of your turnover, profit & loss account and cash flow for the most recent year of trading (for the last two years)*		
	• *A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.*		

3.0 BUSINESS ACTIVITIES

No.	PARTICULARS
3.1	What are the main business activities of your organisation? i.e. Manufacturer, Assembler, Distributor, service centre, retailer, (please specify).
3.2	How many staff does your organisation have? ..... Indicate the number under each category i. Technical (Permanent……, Temporary……) ii. Semiskilled (Permanent……., Temporary……..)
3.3	Please generally describe the experience and expertise your organization possesses that will enable you to effectively and efficiently undertake the work you are bidding for, as required by KCB. • Attach you company organogram (organisation chart) with emphasis on the job you are bidding for. • Attach CV's of key staff
3.4	Please submit a declaration that all staff within your organization that are or will Be involved in the project are or will be permitted to work within your organization under the laws of Kenya or the laws of the country in which it is established.

4.0 TRADE REFERENCES

4.1 Please provide in the table below details of the projects you have undertaken relevant to the job you are bidding for performed ***over the last three (3) years***, or that are relevant to this bid document.

No	Customer Organization (name)	Customer contact name and phone number	Contract reference and brief description:	Date contract awarded	Value of businesses transacted: (Kshs/USD/Euro)
1					
2					
3					
4					
5					
6					
7					
8					

5.0 CERTIFICATIONS, ACCREDITATIONS AND APPROVALS

Detail any relevant certifications and accreditations by principals or accreditation bodies and attach copies of such certification. Such certifications may be for your company or for your individual staff as relevant to the work they do and the key skills for the service or goods you propose to supply.

6.0 AGENCIES AND PARTNERSHIPS

a) Detail any agencies and partnerships that you have that are relevant to the categories of goods and/or services you are interested in supplying.

b) List your primary sources of supply for goods that you propose to supply.

7.0 MANAGEMENT POLICIES

a) Employee Integrity

- How does the firm ensure the integrity of staff? Detail any related policies.

b) Code of Conduct/Ethics

- Does your company have a code of conduct? If so, please attach a copy.

- Indicate if your company subscribes to a professional body with a code of conduct/ethics.

c) Company employment policy

- Does the firm have a documented employment policy? What are key highlights from this policy if in existence?

d) Environmental Policy/Green Agenda Policy

- Is your firm ISO 140001 certified or do you have an environmental policy as an organization?
- Are your waste segregated as per different waste streams?
- How are wastes from your firm disposed?

e) Customer Service

- Does the firm have a documented policy on Customer Service?
- Which position in your firm is responsible for customer service and how is this position supported by other functions?
- Does your firm use any performance management techniques, including customer satisfaction measurement? If so, what are the key parameters?

8.0 BUSINESS PROBITY AND LITIGATION MANAGEMENT

Please confirm whether any of the following criteria applies to your organisation: Note that failure to disclose information relevant to this section may result in your exclusion as a potential KCB supplier.

No.	PARTICULARS	RESPONSE
8.1	Is the organisation bankrupt or being wound up, having its affairs administered by the court, or have you entered into an arrangement with creditors, suspended business activities or any analogous situation arising from similar proceedings in Kenya or the country in which it is established?	
8.2	Please provide a statement of any material pending or threatened litigation or other legal proceedings where the claim is of a value in excess of USD 20,000.	
8.3	Has any partner, director, shareholder or employee whom you would propose to use to deliver this service been convicted of an offence concerning his professional conduct?	
8.4	Has any partner, director or shareholder been the subject of corruption or fraud investigations by the police, Kenya Anti-	

	Corruption Authority or similar authority in the country in which your organisation is established?	
8.6	Has the organisation not fulfilled obligations relating to the payment of any statutory deductions or contributions including income tax as required under Kenyan law or the laws of the country in which it is established?	
8.7	Please state if any Director shareholder/ Partner and / or Company Secretary of the Organisation is currently employed or has been employed in the past 3 years by KCB.	
8.8	Please state if any Director / Partner and / or Company Secretary of the Organisation has a close relative who is employed by KCB and who is in a position to influence the award of any supply award. A "close relative" refers to spouse, parents, siblings and children	

9.0 INSURANCE

Please provide details of your current insurance cover		**Value**
9.1	Employer's Liability:	
9.2	Public Liability:	
9.3	Professional Indemnity (if applicable)	
9.4	Other (specify)	

10.0 EVALUATION

(a) Requirements For Evaluation

The following documents should be attached.

i. Certificate of Incorporation/Business Name Certificate
ii. Trading Certificate
iii. Business Permits
iv. Certificate from relevant regulatory authority (where applicable
v. Manufacturers Authorization /or equivalent (where applicable).
vi. TAX PIN Certificate or equivalent
vii. Tax Compliance certificate or equivalent
viii. Current dealership letter/certification of equipment preferably issue in 2012
ix. List of Directors, telephone and their postal address
x. Form CR 12 as issued by the Registrar of Companies (original) or certified as true copy
xi. Audited Accounts (Two years)
xii. Bank Account Information
xiii. CVs of Senior Staff
xiv. Organogram/Organization Chart

Annex 5: Performance Security Form (Format)

Know all men by these present that we:

1. .....

(Full name & address in block letters) PRINCIPAL

2. .....

(Full name & address in block letters) SURETY

are held firmly bound, jointly and in severally, unto Kenya Commercial Bank Limited in the principal sum of US Dollars
.....

for which payment well and truly to be made we bind ourselves firmly by these presents.

The condition of the above obligations being that should the said <name of Bidder>

fulfill his /their obligation/s under an agreement entered into between the Kenya Commercial Bank Limited, and themselves in respect of <<the requirement>>

for Kenya Commercial Bank Ltd. during the period ending .....

and not incur cancellation of the agreement for any cause whatsoever then the above obligation to be null and void; otherwise to remain in full force and effect. The validity of this guarantee expires on .....

which is two months beyond the contract period (i.e. after submission and acceptance by the Bank of final report).

.....

PRINCIPAL (Signature).....

Principal's Stamp

SURETY (Signature)……..

SURETY's Stamp…….

Nairobi this ..... of ..... two thousand and .....

(The following words should be inserted in the signatory's own handwriting)

"Good for the sum* of US Dollars .....''

(*sum to be specified in words & figures)

Annex 6: Certificate Of Compliance

All Suppliers should sign the certificate of compliance below and return it together with this tender document.

We_____ have read this tender document and agree with the terms and conditions stipulated therein.

Signature of tenderer ----------

Date……

Company Stamp/Seal.